

ANNEX  
BETWEEN  
THE NATIONAL AERONAUTICS AND SPACE ADMINISTRATION  
LYNDON B. JOHNSON SPACE CENTER  
AND UNIVERSITY OF HOUSTON  
UNDER SPACE ACT UMBRELLA AGREEMENT  
NO. 34173, DATED 1/14/2022 (ANNEX NUMBER 3).

ARTICLE 1. PURPOSE

This Annex shall be for the purpose of the University of Houston-Main STEM Center (hereinafter referred to as "UH STEM Center" or "Partner"), a part of the University of Houston System, and the Lyndon B. Johnson Space Center of the National Aeronautical and Space Administration (hereinafter referred to as "NASA" or "NASA JSC") will work collaboratively to facilitate joint research, technology development, technology transfer, training, and educational and outreach initiative. These efforts are primarily targeted to educators and students engaged in UH STEM Center and will use NASA's mission content, people and facilities as well as UH STEM Center's people, facilities, and other unique resources.

Founded in 1927, UH is the largest, four-year university in Houston and is recognized nationally as a Hispanic-Serving Institution, Asian American and Native American Pacific Islander-Serving Institution, Minority-Serving Institution. UH offers bachelor degrees in 250 areas of study and 108 masters degrees in an environment that welcomes and embraces students from all backgrounds. The University of Houston STEM Center was founded in January 2013 under the direction of NASA Astronaut Dr. Bonnie Dunbar, Ph.D., NAE. Guided by the principles of Rising Above the Gathering Storm: Energizing and Employing America for a Brighter Economic Future and Rising Above the Gathering Storm, Revisited—Rapidly Approaching Category 5, the STEM center will increase America's talent pool by vastly improving K-12 science and mathematics education. The University of Houston College of Natural Sciences and College of Education collaborated together to create a center that will ensure the United States continues to stand as the premier location to study and perform research. In addition, the University of Houston STEM Center will develop, recruit, and retain the students, scientists, and engineers from the United States and throughout the world.

NASA has over 50 years of experience in providing STEM learning activities to students, curriculum support materials for the education community, and training for educators on NASA mission content and educational resources. This Annex supports the NASA Office of STEM Engagement's (OSTEM) Strategic Goal Three: Attract diverse groups of students to STEM through learning opportunities that spark interest and provide connections to NASA's missions and work. This Annex also supports the OSTEM goal of broadening student participation through the enhancement of communications and stakeholder engagement and building networks and relationships dedicated to broadening student participation while committing to achieve more diversity, equity, and inclusion in OSTEM student opportunities and programs.

The legal authority for this Annex, consistent with the Umbrella Agreement, is in accordance with the Space Act, Other Transactions Authority (OTA), 51 U.S.C. § 20113(e).

## ARTICLE 2. RESPONSIBILITIES

A. NASA JSC will use reasonable efforts to:

1. Collaborate with and advise Partner on development of educational opportunities, resources and experiences to engage students in NASA missions and content, including providing subject matter expertise and reviewing content to ensure educational integrity.
2. Provide NASA subject matter expert personnel, space and exhibits for up to two events per semester engaging students, faculty, staff and other key stakeholders, including local K-12 campuses.
3. Provide NASA Education Specialists and Coordinators for virtual or in-person recruitment events with students and educators to share NASA opportunities and resources up to two visits per semester.
4. Provide mentor and outreach opportunities for educators and students to engage with NASA Education Specialists in the JSC Office of STEM Engagement and NASA subject matter experts.
5. Work with Partner to determine mutually beneficial metrics and submit efforts to relevant education conferences and raise awareness of grant opportunities.

B. Partner will use reasonable efforts to:

1. Lead the development and delivery of educational opportunities, resources and experiences to engage students in NASA missions and ensure the educational integrity of content.
2. Promote NASA related opportunities and experiences to students, faculty, staff, alumni and other key stakeholders, including K-12 campuses.
3. Provide and/or host virtual or physical space, venue, exhibits, and scheduling for NASA subject matter expert personnel, NASA Education Specialists and Coordinators for up to two events per semester.

4. Identify educators and students for engagement opportunities with the JSC Office of STEM Engagement.

5. Work with Partner to determine mutually beneficial metrics and submit efforts to relevant education conferences.

### ARTICLE 3. SCHEDULE AND MILESTONES

The planned major milestones for the activities for this Annex defined in the "Responsibilities" Article are as follows:

UH STEM Center and NASA will collaborate, promote and advise on educational opportunities, resources and experiences.	Ongoing through end of 1 year agreement
NASA will provide Education Specialists for UH STEM Center visits	Up to two visits each semester ongoing through end of 1 year agreement
NASA will identify and engage NASA Education Specialists/Coordinators/SMEs in the JSC Office of STEM Engagement for UH STEM Center Programs, i.e. STEM Zone Saturday Events	Up to two visits each semester ongoing through end of 1 year agreement
UH STEM Center will provide space, venue, exhibits, and scheduling for NASA/UH STEM Center collaborative events	Up to two visits each semester ongoing through end of 1 year agreement
UH STEM Center and NASA will provide metrics for events held at UH STEM Center and NASA	Ongoing through end of 1 year agreement
UH STEM will submit conference proposal(s) that supports NASA content	Ongoing through end of 1 year agreement

### ARTICLE 4. FINANCIAL OBLIGATIONS

There will be no transfer of funds between the Parties under this Agreement and each Party will fund its own participation. All activities under or pursuant to this Agreement are subject to the availability of funds, and no provision of this Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, (31 U.S.C. § 1341).

### ARTICLE 5. INTELLECTUAL PROPERTY RIGHTS - DATA RIGHTS

A. Data produced under this Annex which is subject to paragraph C. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement will be protected for the period of one year.

B. Under paragraph H. of the Intellectual Property Rights - Data Rights Article of the Umbrella Agreement, Disclosing Party provides the following Data to Receiving Party. The lists below may not be comprehensive, are subject to change, and do not supersede any restrictive notice on the Data provided.

1. Background Data:

The Disclosing Party's Background Data, if any, will be identified in a separate technical document.

2. Third Party Proprietary Data:

The Disclosing Party's Third Party Proprietary Data, if any, will be identified in a separate technical document.

3. Controlled Government Data:

The Disclosing Party's Controlled Government Data, if any, will be identified in a separate technical document.

4. The following software and related Data will be provided to Partner under a separate Software Usage Agreement:

None

#### ARTICLE 6. TERM OF ANNEX

This Annex becomes effective upon the date of the last signature below ("Effective Date") and shall remain in effect until the completion of all obligations of both Parties hereto, or one year from the Effective Date, whichever comes first, unless such term exceeds the duration of the Umbrella Agreement. The term of this Annex shall not exceed the term of the Umbrella Agreement. The Annex automatically expires upon the expiration of the Umbrella Agreement.

#### ARTICLE 7. RIGHT TO TERMINATE

Either Party may unilaterally terminate this Annex by providing thirty (30) calendar days written notice to the other Party.

#### ARTICLE 8. POINTS OF CONTACT

The following personnel are designated as the Points of Contact between the Parties in the performance of this Annex.

##### Management Points of Contact

NASA Lyndon B. Johnson Space Center  
Gamaliel Cherry

UNIVERSITY OF HOUSTON  
System

Program Manager  
 Mail Stop: AD4  
 2101 NASA Parkway  
 Houston, Texas 77058  
 Phone: 757-506-4095  
 gamaliel.r.cherry@nasa.gov

Dr. Donna Stokes  
 Associate Dean for Undergraduate Affairs  
 and Student Success, NSM  
 4800 Calhoun Road  
 316 E. Cullen  
 Houston, TX 77204-2610  
 Phone: 713-743-3588  
 dstokes@uh.edu

#### Technical Points of Contact

NASA Lyndon B. Johnson Space Center  
 Rosanna Patterson  
 Activity Manager  
 Mail Suite: AD4  
 2101 NASA Parkway  
 Houston, Texas 77058  
 Phone: 832-985-0135  
 rosanna.patterson@nasa.gov

UNIVERSITY OF HOUSTON  
System  
 Dr. Heather Domjan  
 UH STEM Center Interim Executive  
 Director  
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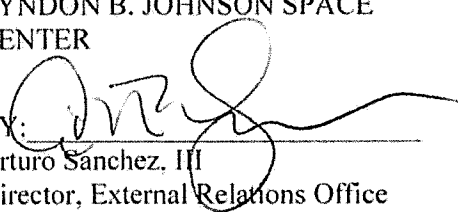
#### ARTICLE 9. MODIFICATIONS

Any modification to this Annex shall be executed, in writing, and signed by an authorized representative of NASA and the Partner. Modification of an Annex does not modify the terms of the Umbrella Agreement.


#### ARTICLE 10. SIGNATORY AUTHORITY

The signatories to this Annex covenant and warrant that they have authority to execute this Annex. By signing below, the undersigned agrees to the above terms and conditions.

NATIONAL AERONAUTICS AND  
 SPACE ADMINISTRATION  
 LYNDON B. JOHNSON SPACE  
 CENTER

BY:   
 Arturo Sanchez, III  
 Director, External Relations Office

UNIVERSITY OF HOUSTON  
 SYSTEM

BY:   
 Fred McGhee  
 Executive Director, NSM

DATE: 7-20-2022

DATE: 6/24/2022

